



RETURN BIDS TO:
RETOURNER LES SOUMISSIONS À:
Bid Receiving - PWGSC / Réception des soumissions
- TPSGC
11 Laurier St. / 11, rue Laurier
Place du Portage , Phase III
Core 0B2 / Noyau 0B2
Gatineau, Québec K1A 0S5
Bid Fax: (819) 997-9776

SOLICITATION AMENDMENT
MODIFICATION DE L'INVITATION

The referenced document is hereby revised; unless otherwise indicated, all other terms and conditions of the Solicitation remain the same.

Ce document est par la présente révisé; sauf indication contraire, les modalités de l'invitation demeurent les mêmes.

Comments - Commentaires

Vendor/Firm Name and Address
Raison sociale et adresse du
fournisseur/de l'entrepreneur

Issuing Office - Bureau de distribution
Science Procurement Directorate/Direction de
l'acquisition de travaux scientifiques
11 Laurier St. / 11, rue Laurier
11C1, Place du Portage
Gatineau, Québec K1A 0S5

| | |
|---|--|
| Title - Sujet Mercury Global - SDT | |
| Solicitation No. - N° de l'invitation W8474-15MG22/D | Amendment No. - N° modif. 002 |
| Client Reference No. - N° de référence du client | Date 2016-11-28 |
| GETS Reference No. - N° de référence de SEAG PW-\$\$ST-006-30555 | |
| File No. - N° de dossier 006st.W8474-15MG22 | CCC No./N° CCC - FMS No./N° VME |
| Solicitation Closes - L'invitation prend fin at - à 02:00 PM on - le 2017-01-31 | |
| F.O.B. - F.A.B. Plant-Usine: <input type="checkbox"/> Destination: <input checked="" type="checkbox"/> Other-Autre: <input type="checkbox"/> | |
| Address Enquiries to: - Adresser toutes questions à: Thorsley, Mark | Buyer Id - Id de l'acheteur 006st |
| Telephone No. - N° de téléphone (873) 469-4447 () | FAX No. - N° de FAX (819) 997-2229 |
| Destination - of Goods, Services, and Construction: Destination - des biens, services et construction: | |

Instructions: See Herein

Instructions: Voir aux présentes

| | |
|--|--|
| Delivery Required - Livraison exigée | Delivery Offered - Livraison proposée |
| Vendor/Firm Name and Address Raison sociale et adresse du fournisseur/de l'entrepreneur | |
| Telephone No. - N° de téléphone Facsimile No. - N° de télécopieur | |
| Name and title of person authorized to sign on behalf of Vendor/Firm (type or print) Nom et titre de la personne autorisée à signer au nom du fournisseur/ de l'entrepreneur (taper ou écrire en caractères d'imprimerie) | |
| Signature | Date |

This amendment is raised to address the following:

- To respond to questions received during the solicitation period; and
 - To revise the solicitation accordingly, as applicable.
-

Questions and Answers

Q8 We have noticed that the language in regards to the calculated rate of liquidated damages is in blue. Elsewhere in the solicitation, the blue writing means “to be inserted at contract award based on the selected bidder’s bid”; can we assume that is also the case in regards to the liquidated damages?

Is the bidder able to propose a rate of liquidated damages other than what is included in Annex C, Section A.3?

If that is not the case, and the bidders must accept the liquidated damages at the rates included in subject solicitation, Annex C, A.3, can you please point to the applicable SACC Manual Clause or Resulting Contract Clause that caps the Liquidated Damages? Otherwise, in the event the selected bidder is unable to deliver the terminals in a timely manner the liquidated damages imposed (if uncapped) could exceed the value of the acquisition contract.

A8 Bidders are not able to propose a rate for liquidated damages. As identified in Table C-3, the liquidated damages amounts will be calculated as 2% of the firm price of the respective terminals type, per terminal, per month, prorated for portions thereof. The text is blue as the specific amount will be inserted at contract award based on the selected bidder’s bid.

Canada agrees to limit the total amount of liquidated damages relating to the SDT delivery. The respective clause has been included in the solicitation document as per item 3 below:

Solicitation Revisions

1. At Part 1, section 2. Summary, page 3 of 66:

DELETE: The intent is to acquire three types from a similar technological family and original equipment manufacturer in order to best utilize limited support resources. This will allow the CAF to have a common fleet of Strategic Deployable Terminals that in turn provide it with a common training, operation and maintenance program, reducing costs over the life of the Mercury Global program.

2. At Part 1, section 2. Summary, page 3 of 66:

DELETE: The Light Strategic Deployable Terminal role is to provide a highly transportable and easily operable Strategic Deployable Terminal capability. Primarily the Light Strategic Deployable Terminal is to be operated by an individual. Also, it is to be man-packable, able to be transported as carryon luggage and be externally powered by Alternating Current or Direct Current sources, while providing good data throughput to support an expanding digital battle space.

These Light terminals will be provided in an initial specified allocation of X and Ka band terminals, with the possible inclusion of conversion kits if proposed by bidders.

INSERT: The Light Strategic Deployable Terminal role is to provide a highly transportable and easily operable Strategic Deployable Terminal capability. Primarily the Light Strategic Deployable Terminal is to be operated by an individual. Also, it is to be man-packable, able to be transported as checked luggage and be externally powered by Alternating Current or Direct Current sources, while providing good data throughput to support an expanding digital battle space.

These Light terminals will be provided in an initial specified allocation of X and Ka band terminals, with the possible inclusion of frequency band feed kits if proposed by bidders.

3. At Part 7, section 6.1 Basis of Payment, page 21 of 66:

INSERT: Section 6.1.1.1 as follows:

6.1.1.1 Liquidated Damages

1. If the Contractor fails to deliver the goods within the time specified in the Contract, the Contractor agrees to pay to Canada liquidated damages as specified in A.3 Liquidated Damages of Annex C. The total amount of the liquidated damages must not exceed 33% of the Extended Total Firm Price of the respective terminal type.
2. Canada and the Contractor agree that the amount stated above is their best pre-estimate of the loss to Canada in the event of such a failure, and that it is not intended to be, nor is it to be interpreted as, a penalty.
3. Canada will have the right to hold back, drawback, deduct or set off from and against the amounts of any monies owing at any time by Canada to the Contractor, any liquidated damages owing and unpaid under this section.
4. Nothing in this section must be interpreted as limiting the rights and remedies which Canada may otherwise have under the Contract

4. At Appendix 3 to Attachment 1, Bid Evaluation Plan, section A.3.1, item.2.c), page 19:

DELETE: A.3.1.2.c) Heavy SDT Antenna sizes must be greater than 2.4m and less than or equal to 4.0m.on

INSERT: A.3.1.2.c) Heavy SDT Antenna sizes must be greater than 2.4m and less than or equal to 4.0m.

5. At Attachment 2, Financial Bid Presentation Sheet, page 31 or 66:

DELETE: Section A. Acquisition

INSERT: Section A. Acquisition, as follows:

A. ACQUISITION

A.1 STRATEGIC DEPLOYABLE TERMINALS

An all-inclusive firm price per unit as detailed in Annex A.

The total amount of applicable taxes are to be shown separately, if applicable.

| Terminal Type | Quantity | Delivery Date | Firm Unit Price | Extended Total Firm Price |
|---------------|----------|---------------|-----------------|---------------------------|
| Light X-Band | 18 | | | |
| Light Ka-Band | 27 | | | |
| Medium | 17 | | | |
| Heavy | 5 | | | |

EvalCostA.1 \$ (The sum of the Extended Total Firm Prices as per the above table)
(Applicable Taxes Extra)

A.2 FREQUENCY BAND FEED KITS

An all-inclusive firm price per unit as detailed in Annex A.

The total amount of applicable taxes are to be shown separately, if applicable.

| Frequency Band Feed Kit Type | Bid Quantity | Delivery Date | Firm Unit Price | Extended Total Firm Price |
|------------------------------|--------------|---------------|-----------------|---------------------------|
| Light X | | | | |
| Light Ka | | | | |

EvalCostA.2 \$ (The sum of the Extended Total Firm Prices as per the above table)
(Applicable Taxes Extra)

A.3 LIQUIDATED DAMAGES

If the Contractor fails to deliver any of the SDTs by the specified Delivery Date, the Contractor agrees to pay to Canada liquidated damages in the following amounts for each terminal, for each calendar month of delay, prorated for portions thereof.

| Terminal Type | Firm Monthly Liquidated Damage per Terminal |
|---------------|--|
| Light | <i>(This amount will be calculated as 2% of the firm price of the respective terminal type per terminal, per month, prorated for portions thereof. This value is based on the monthly cost for Canada to lease the commercial capacity equivalent)</i> |
| Medium | <i>(This amount will be calculated as 2% of the firm price of the respective terminal type per terminal, per month, prorated for portions thereof. This value is based on the monthly cost for Canada to lease the commercial capacity equivalent)</i> |
| Heavy | <i>(This amount will be calculated as 2% of the firm price of the respective terminal type per terminal, per month, prorated for portions thereof. This value is based on the monthly cost for Canada to lease the commercial capacity equivalent)</i> |

6. At Annex C – Basis of Payment, page 45 of 66

DELETE: Section A. Acquisition

INSERT: Section A. Acquisition, as follows:

A. ACQUISITION

A.1 STRATEGIC DEPLOYABLE TERMINALS

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid an all-inclusive firm price per unit, as specified in Table C-1 below and subject to the identified liquidated damages, if applicable. Customs duties are included, FOB Destination (for goods) and applicable taxes extra.

| Terminal Type | Quantity | Delivery Date | Firm Unit Price | Extended Total Firm Price |
|---------------|----------|---------------|-----------------|---------------------------|
| Light X-Band | 18 | | | |
| Light Ka-Band | 27 | | | |
| Medium | 17 | | | |
| Heavy | 5 | | | |

Table C-1

Firm Price: \$ _____
(Applicable Taxes extra)

A.2 FREQUENCY BAND FEED KITS

In consideration of the Contractor satisfactorily completing all of its obligations under the Contract, the Contractor will be paid an all-inclusive firm price per unit, as specified in Table C-2 below. Customs duties are included, FOB Destination (for goods) and applicable taxes extra.

| Frequency Band Feed Kit Type | Quantity | Delivery Date | Firm Unit Price | Extended Total Firm Price |
|------------------------------|----------|---------------|-----------------|---------------------------|
| Light X | | | | |
| Light Ka | | | | |

Table C-2

Firm Price: \$ _____
(Applicable Taxes extra)

A.3 LIQUIDATED DAMAGES

If the Contractor fails to deliver any of the SDTs by the specified Delivery Date, the Contractor agrees to pay to Canada liquidated damages in the following amounts for each terminal, for each calendar month of delay, prorated for portions thereof.

| Terminal Type | Firm Monthly Liquidated Damage per Terminal |
|---------------|---|
| Light | <i>(This amount will be calculated as 2% of the firm price of the respective terminal type per terminal, per month, prorated for portions thereof. This value</i> |

Solicitation No. - N° de l'invitation
W8474-15MG22/D

Amd. No. - N° de la modif.
002

Buyer ID - Id de l'acheteur
006st

Client Ref. No. - N° de réf. du client
W8474-15MG22

File No. - N° du dossier
006stW8474-15MG22

CCC No./N° CCC - FMS No/ N° VME

| | |
|--------|--|
| | <i>is based on the monthly cost for Canada to lease the commercial capacity equivalent)</i> |
| Medium | <i>(This amount will be calculated as 2% of the firm price of the respective terminal type per terminal, per month, prorated for portions thereof. This value is based on the monthly cost for Canada to lease the commercial capacity equivalent)</i> |
| Heavy | <i>(This amount will be calculated as 2% of the firm price of the respective terminal type per terminal, per month, prorated for portions thereof. This value is based on the monthly cost for Canada to lease the commercial capacity equivalent)</i> |

Table C-3

**A. TOTAL ESTIMATED COST TO A CEILING PRICE: \$ _____
(APPLICABLE TAXES EXTRA)**

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME